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[Mills v. Arizona Public Service Co.](#), 92-ERA-13 (Sec'y Jan. 23, 1992)

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DATE: January 23, 1992
CASE NO. 92-ERA-13

IN THE MATTER OF
STEPHEN MILLS,
COMPLAINANT,

v.

ARIZONA PUBLIC SERVICE COMPANY,
RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

FINAL ORDER APPROVING SETTLEMENT

Before me for review is the Recommended Decision and Order, issued December 20, 1991, by the Administrative Law Judge (ALJ) in this case, under the employee protection provision of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. 5851 (1988). The ALJ found the parties' settlement agreement fair, adequate and reasonable, see *Fuchko and Yunker v. Georgia Power Co.*, Case Nos. 89-ERA-9, 89-ERA-10, Sec. Order, Mar. 23, 1989, slip op. at 1-2, and recommended that the agreement be approved and the case dismissed with prejudice.

Review of the agreement reveals that it may encompass the settlement of matters under laws other than the ERA. See, e.g., Settlement Agreement 11 1, 2, 3, 5, 6 and 7. As stated in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, Nov. 2, 1987, slip op. at 2:

[The Secretary's] authority over settlement agreements is limited to such statutes as are within [the Secretary's] jurisdiction and is defined by the applicable statute. See *Aurich v. Consolidated Edison Company of New York, Inc.*, Case No. [86-]CAA-2, Secretary's Order Approving Settlement, issued July 29, 1987; *Chase v. Buncombe County, N.C.*, Case No. 85-SWD-4, Secretary's Order on Remand, issued November 3, 1986. I have therefore,

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limited my review of the agreement to determining whether the terms thereof are a fair, adequate and reasonable settlement of Complainant's allegation that Respondents violated the ERA. Upon

review of the terms of the agreement signed by the parties, and based on the record of this case, I find that the agreement is fair, adequate and reasonable. I therefore accept the ALJ's recommendation that the agreement be approved. Accordingly, this case is DISMISSED WITH PREJUDICE. Joint Stipulation; Settlement Agreement 1 16.

SO ORDERED.

LYNN MARTIN
Secretary of Labor

Washington, D.C.